State of Rhode Island and Providence Plantations Contract Offer RIVIP BIDDER CERTIFICATION COVER FORM

SECTION 1 - VENDOR INFORMATION

Bid/RFPNumber:

7548848

Bid/RFP Title:

CONSTRUCTION SVCS. FOR SUPPLY & INTEL BUILDING AT RI STATE POLICE

HEADQUARTERS (38 PGS & ZIP FILE)

Opening Date & Time: 7/25/2014

10:00 AM

RIVIP Vendor ID #:

35241

Vendor Name:

H.S.I. Construction, Inc.

Address:

50 Monticello Road

Pawtucket RI 02861

USA

Telephone:

(401) 724-2600

Fax: E-Mail: (401) 723-1384

smarsocci@hsiconstruction.com

Contact Person:

Steve Marsocci

Title:

Estimator

R.I. Foreign Corp #:

NOTICE TO VENDORS

Each bid proposal for a public works project must include a "public copy" to be available for public inspection upon the opening of bids. Bid proposals that do not include a copy for public inspection will be deemed nonresponsive. For further information on how to comply with this statutory requirement, see R. I. Gen. Laws §§ 37-2-18(b) and (j). Also see Procurement Regulation 5.11, and in addition, for highway and bridge projects, also see Procurement Regulation 5.13, accessible at www.purchasing.ri.gov.

NOTE: AWARD OF CONTRACTS AND PURCHASE ORDERS SHALL BE SUBJECT, AT THE DISCRETION OF THE PURCHASING AGENT, TO THE OFFEROR COMPLETING AN ON-LINE RIVIP REGISTRATION at www.purchasing.ri.gov. It is THE RESPONSIBILITY OF THE VENDOR to make on-line corrections/updates using the Vendor maintenance program on the RI Division of Purchases Web Site.

SECTION 2 - REQUIREMENTS

ALL OFFERS ARE SUBJECT TO THE REQUIREMENTS. PROVISIONS AND PROCEDURES CONTAINED IN THIS CERTIFICATION FORM. Offerors are expected to READ, SIGN and COMPLY WITH all requirements. Failure to do so may be grounds for disqualification of the offer contained herein.

Section 2.1 - RULES FOR SUBMITTING OFFERS

2.1A. This CERTIFICATION FORM MUST BE ATTACHED IN ITS ENTIRETY TO THE FRONT OF THE OFFER and shall be considered an integral part of each offer made by a vendor to enter into a contract with the State of Rhode Island, Division of Purchases. As such, submittal of the entire Bidder Certification Cover Form, signed by a duly authorized representative of the offeror attesting that he/she (1) has read and agrees to comply with the requirements set forth herein and (2) to the accuracy of the information provided and the offer extended, is a mandatory part of any contract award.

To assure that offers are considered on time, each offer must be submitted with the specific Bid/RFP/LOI number (provided above) and the date and time of opening marked in the upper left hand corner of envelope. Each bid/offer must be submitted in separate sealed envelopes.

A complete, signed (in ink) offer package must be delivered to the Division of Purchases (via any mail or messenger service) by the time and date specified for the opening of responses in a sealed envelope.

Bids must be submitted on the RI bid solicitation forms provided, indicating brand and part numbers of items offered, as appropriate. Bidders must submit detailed cuts and specs on items offered as equivalent to brands requested WITH THE OFFER. Bidders must be able to submit samples if requested.

Mail To: Division of Purchases, One Capitol Hill, Second Floor, Providence, RI 02908-5855.

Documents misdirected to other State locations or which are not present in the Division of Purchases at the time of opening for whatever cause will be deemed to be late and will not be considered. For the purposes of this requirement, the official time and date shall be that of the time clock in the Division of Purchases. Postmarks shall not be considered proof of timely submission.

- 2.1B. RIVIP SOLICITATIONS. To assure maximum access opportunities for users, public bid/RFP solicitations shall be posted on the RIVIP for a minimum of seven days and no amendments shall be made within the last five days before the date an offer is due. Except when access to the Web Site has been severely curtailed and it is determined by the State Purchasing Agent that special circumstances preclude extending a solicitation due date, requests to mail or fax hard copies of solicitations will not be honored. When the result of an Internet solicitation is unsuccessful, the State of Rhode Island will cancel the original solicitation and resolicit the original offer directly from vendors.
- 2.2. PRICING. Offers are irrevocable for sixty (60) days from the opening date (or such other extended period set forth in the solicitation) and may not be withdrawn, except with the express permission of the State Purchasing Agent. All pricing will be considered to be firm and fixed unless otherwise indicated. The State of Rhode Island is exempt from Federal excise taxes and State Sales and Use Taxes. Such taxes shall not be included in the bid price. PRICES QUOTED ARE FOB DESTINATION.
- 2.3. DELIVERY and PRODUCT QUALITY. All offers must define delivery dates for all items; if no delivery date is specified, it is assumed that immediate delivery from stock will be made. The contractor will be responsible for delivery of materials in first class condition. Rejected materials will be at vendor's expense.
- 2.4. PREVAILING WAGE, OSHA SAFETY TRAINING, and APPRENTICESHIP REQUIREMENTS.

Bidders must comply with the provisions of the Rhode Island labor laws, including R. I. Gen. Laws §§ 37-13-1 et seq. and occupational safety laws, including R. I. Gen. Laws §§ 28-20-1 et seq. These laws mandate for public works construction projects the payment of prevailing wage rates, the implementation and maintenance of occupational safety standards, and for projects with a minimum value of \$1 Million, the employment of apprentices. The successful Bidder must submit certifications of compliance with these laws from each of its subcontractors prior to their commencement of any work. Prevailing wage rates, apprenticeship requirements, and other workforce and safety regulations are accessible at www.dlt.ri.gov.

2.5. PUBLIC RECORDS. Offerors are advised that all materials submitted to the State for consideration in response to this solicitation will be considered without exception to be Public Records pursuant to Title 38 Chapter 2 of the Rhode Island General Laws, and will be released for inspection immediately upon request once an award has been made. Offerors are encouraged to attend public bid/RFP openings to obtain information; however, bid/RFP response summaries may be reviewed after award(s) have been made by using the RIVIP at any time or appearing in person at the Division of Purchases Mondays through Fridays between 8:30 a.m. and 3:30 p.m. Telephone requests for results will not be honored. Written requests for results will only be honored if the information is not available on the RIVIP.

SECTION 3 - AWARD DETERMINATION

Award will be made to the responsive and responsible offeror quoting the lowest net price in accordance with specifications, for any individual item(s), for major groupings of items, or for all items listed, at the State's sole option.

- 3.1. BID SURETY. Where bid surety is required, bidder must furnish a bid bond or certified check for 5% of the bid total with the bid, or for such other amount as may be specified. Bids submitted without a required bid surety will not be considered.
- 3.2. SPECIFICATIONS. Unless specified "no substitute," product offerings equivalent in quality and performance will be considered (at the sole option of the State) on the condition that the offer is accompanied by detailed product specifications. Offers which fail to include alternate specifications may be deemed nonresponsive.

SECTION 4 – CONTRACT PROVISIONS

4.1, VENDOR AUTHORIZATION TO PROCEED.

- 4.1A. When a purchase order, change order, contract/agreement or contract/agreement amendment is issued by the RI Division of Purchases, no claim for payment for services rendered or goods delivered contrary to or in excess of the contract terms and scope shall be considered valid unless the vendor has obtained a written change order or contract amendment issued by the Division of Purchases PRIOR TO delivery.
- 4.1B. Any offer, whether in response to a solicitation for proposals or bids, or made without a solicitation, which is accepted in the form of an order OR Pricing Agreement made in writing by the Purchasing Agent, or a state official with purchasing authority delegated by the Purchasing Agent, shall be considered a binding contract.

- 4.2. REGULATIONS, GENERAL TERMS AND CONDITIONS GOVERNING STATE CONTRACTS. This solicitation and any contract or purchase order arising from it are issued in accordance with the specific requirements described herein, and the State's Purchasing Laws and Regulations and other applicable State Laws. The Regulations, General Terms and Conditions are incorporated into all state contracts. These regulations and basic information on How To Do Business with the State of Rhode Island are posted on the Rhode Island Vendor Information Program Website (www.purchasing.ri.gov).
- 4.2A. ARRA SUPPLEMENTAL TERMS AND CONDITIONS. Contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards, shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov.
- 4.3. EQUAL EMPLOYMENT OPPORTUNITY. Compliance certificate and agreement procedures will apply to all awards for supplies or services valued at \$10,000 and more. Minority Business Enterprise policies and procedures, including subcontracting opportunities as described in Title 37 Chapter 14.1, of the Rhode Island General Laws, also apply.
- 4.4. PERFORMANCE BONDS. Where indicated, successful bidder must furnish a 100% performance bond and labor and payment bond for contracts subject to Title 37 Chapters 12 and 13 of the Rhode Island General Laws. All bonds must be furnished by a surety company authorized to conduct business in the State of Rhode Island. Performance bonds must be submitted within 21 calendar days of the issuance of a tentative notice of award.
- 4.5. DEFAULT and NON-COMPLIANCE. Default and/or non-compliance with the RIVIP requirements and any other aspects of the award may result in withholding of payment(s), contract termination, debarment, suspension, or any other remedy necessary that is in the best interest of the state.
- 4.6. COMPLIANCE. Vendor must comply with all applicable federal, state and local laws, regulations and ordinances.
- 4.7. SPRINKLER IMPAIRMENT AND HOT WORK. The Contractor agrees to comply with the practices of the State's insurance carrier for sprinkler impairment and hot work. Prior to performing any work, the Contractor shall obtain the necessary information for compliance from the Risk Management Office at the Department of Administration or the agency for which work will be performed.

SECTION 5 – CERTIFICATIONS AND DISCLOSURES ALL CONTRACT AWARDS ARE SUBJECT TO THE FOLLOWING DISCLOSURES & CERTIFICATIONS

Offerors must respond to every disclosure statement.

A person authorized to enter into contracts must sign the offer and attest to the accuracy of all statements.

Indicate Yes (Y) or No (N): N___1. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been subject to suspension or debarment by any federal, state, or municipal government agency, or the subject of criminal prosecution, or convicted of a criminal offense within the previous five (5) years. If so, then provide details below. _N__ 2. State whether your company, or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has had any contracts with a federal, state or municipal government agency terminated for any reason within the previous five (5) years. If so, then provide details below. 3. State whether your company or any owner, stockholder, officer, director, member, partner, or principal thereof, or any subsidiary or affiliated company, has been fined more than \$5000 for violation(s) of Rhode Island environmental laws by the Rhode Island Department of Environmental Management within the previous five (5) years. If so, then provide details below. the course of the engagement authorized pursuant to this contract. Y 5. I/we acknowledge that, in accordance with Chapter 37-2-54(c) of the Rhode Island General Laws "no purchase or contract shall be binding on the state or any agency thereof unless approved by the Department [of Administration] or made under general regulations which the Chief Purchasing Officer may prescribe", including change orders and other types of contracts and under State Purchasing Regulation 8.2.1.1.2, "any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state". Y 6. I/we certify that I/we or my/our firm possesses all licenses required by Federal and State laws and regulations as they pertain to the requirements of the solicitation and offer made herein and shall maintain such required license(s) during the entire course of the contract resulting from the offer contained herein and should my/our license lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance. Y____7. I/we certify that I/we will maintain required insurance during the entire course of the contract resulting from the offer contained herein and should my/our insurance lapse or be suspended, I/we shall immediately inform the Rhode Island State Purchasing Agent in writing of such circumstance. 8. I/we certify that I/we understand that falsification of any information herein or failure to notify the Rhode Island State Purchasing Agent as certified herein may be grounds for suspension, debarment and/or prosecution for fraud. Y 9. I/we acknowledge that the provisions and procedures set forth in this form apply to any contract arising from this offer. 10. I/we acknowledge that I/we understand the State's Purchasing Laws (37-2 of the General Laws of Rhode Island) and Purchasing Regulations and General Terms and Conditions available at the Rhode Island Division of Purchases Website (www.purchasing.ri.gov) apply as the governing

Y 11. I/We certify that the bidder: (i) is not identified on the General Treasurer's list, created pursuant to R.I. Gen. Laws § 37-2.5-3, as a person or entity

conditions for any contract or purchase order I/we may receive from the State of Rhode Island, including the offer contained herein.

engaging in investment activities in Iran described in § 37-2.5-2(b); and (ii) is not engaging in any such investment activities in Iran.

Y 12. I/we certify that the above vendor information is correct and complete.

IF YOU HAVE ANSWERED "YES" TO QUESTIONS #1-3 OR IF YOU ARE UNABLE TO PROVIDE DETAILS/EXPLANATION BELOW AND/OR IN AN ATTACHED STATEMENT. GROUNDS FOR DISQUALIFICATION OF OFFER.	
:	
Signature below commits vendor to the attached offer and certifies (1) that the amendments, (2) that the above statements and information are accurate an with the requirements set forth herein. When delivering offers in person to Orleast one hour additional time for clearance through security checkpoints.	d that vendor understands and has complied
Vendor's Signature (Person authorized to enter into contracts; signature must be in ink.)	DateJuly 25, 2014
Maureen A. Mainelli. President	Print
Name and Title of company official signing offer	

Solicitation # 7548848:

Solicitation Title: RI State Police, Scituate Barracks (Headquarters)

Supply & Intelligence Building Renovations

BID FORM

To: The Department of Administration, Division of Purchases

One Capitol Hill, Providence, RI 02908

Project: Rhode Island State Police, Scituate Barracks (Headquarters)

Supply and Intelligence Buildings - Interior Alterations and Reconstruction

Bidder: HSI Construction, Inc.

Legal name of entity

10 Monticello Place, P.O. Box 2244, Pawtucket, Rhode Island 02861

Address

Steve Marsocci smarsocci@hsiconstruction.com

Contact name Contact email

(401) 724-2600 (401) 723-1384 Contact telephone Contact fax

1. BASE BID PRICE

The Bidder submits this bid proposal to perform all of the work (including labor and materials) as described in the solicitation for this Base Bid Price, (including the costs for all Allowances, Bonds, and Addenda):

\$ 2,125,000.00

(Base Bid Price in figures printed electronically, typed, or handwritten legibly in ink)

Two Million One Hundred Twenty-Five Thousand Dollars and no/cents

(Base Bid Price in words electronically, typed, or handwritten legibly in ink)

Solicitation #7548848:

Solicitation Title:

RI State Police, Scituate Barracks (Headquarters)
Supply & Intelligence Building Renovations

The Base Bid Price *includes* the costs for the following Allowances:

1. Additional Electrical work. \$20,000.00

2. Additional cutting and patching of asphalt parking surface. \$10,000.00

3. Additional re-pointing and masonry restoration work. \$5,000.00

Total Allowances: \$35, 000.00

BONDS

The Base Bid Price <u>includes</u> the costs for all Bid and Payment and Performance Bonds required by the solicitation.

ADDENDA

The Bidder has examined the entire solicitation (including the following Addenda), and the Base Bid Price *Includes* the costs of any modifications required by the Addenda.

All Addenda must be acknowledged.

Addendum No. 1, dated <u>July 18, 2014</u>	_
Addendum No. 2, dated	_
Addendum No. 3, dated	

2. ALTERNATES (Additions to Base Bide Price)

The Bidder offers to: (i) perform the work described in these Alternates as selected by the State in the order of priority specified below, based on the availability of funds and the best interest of the State; and (ii) increase the Base Bid Price by the amount set forth below for each Alternate selected.

ADD ALTERNATE- 01

Relocate portion of existing gravity sanitary sewer line located within the paved parking area on the north side of the Intelligence Building. The Work shall include removal of approximately 80 LF of assumed 4" diameter underground sanitary sewer line, the installation of two (2) new precast concrete sanitary sewer manholes with cast iron frames and grates, approximately 105 LF of 4" diameter pvc sanitary sewer

Solicitation # 7548848:

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RI State Police, Scituate Barracks (Headquarters)
Supply & Intelligence Building Renovations

piping, reconnection to the existing building lateral as well as all required pavement cutting, trenching backfilling and patching back in kind of areas disturbed by such Work.

\$ 13,570.00

(Amount in figures printed electronically, typed, or handwritten legibly in ink)

Thirteen Thousand Five Hundred Seventy Dollars and no/cents

(Amount in words electronically, typed, or handwritten legibly in ink)

3. UNIT PRICES

The Bidder submits these predetermined Unit Prices as the Basis for any change orders approved in advance by the State. These Unit Prices include <u>all</u> costs, including labor, materials, services, regulatory compliance, overhead, and profit.

	DESCRIPTION OF SERVICES	CONTRACTORS UNIT
Unit Price No. 1	Installation of concrete encased electrical duct bank as detailed on Intelligence Building, Electrical Site Plan, Sheet E106. Price includes furnishing and placing of all required materials as well as all other incidental work.	
	Unit of Measurement: Lineal Foot.	\$,20000
Unit Price No. 2	Remove and replace existing stone masonry veneer as may be required for repairs. Price includes furnishing and placing of all required materials as well as all other incidental work.	
	Unit of Measurement: Square Foot.	\$,190-00
Unit Price No. 3	Cutting, patching and replacement in kind of the existing asphalt shingle roofing system. Price includes furnishing and placing of all required materials as well as all other incidental work.	
3	Unit of Measurement: Square Foot.	\$ 7 . 2 5

Solicitation #7548848:

Solicitation Title:

RI State Police, Scituate Barracks (Headquarters)
Supply & Intelligence Building Renovations

Unit Price No. 4	Cutting, patching and replacement in kind of the existing asphalt parking surface.			 		_	1
	Unit of Measurement: Square Foot.	\$,		5	. 7	7 5
Unit Price No. 5	Providing and installing cast manhole cover with required frame and grading required.			 			

4. CONTRACT TIME

The Bidder offers to perform the work in accordance with the timeline specified below:

•	Start of Construction	August 01, 2014
•	Substantial Completion (Intelligence Building)	November 30, 2014
•	Final Completion (Intelligence Building)	December 31, 2014
•	Substantial Completion (Supply Building)	December 31, 2014
•	Final Completion (Supply Building)	January 31, 2015

The Final Completion date for Work shall be within **183** calendar days of the Purchase Order from the Division of Purchases.

5. LIQUIDATED DAMAGES

The successful bidder awarded a contract pursuant to this solicitation shall be liable for and pay the State, as liquidated damages and not as a penalty, the following amount for <u>each</u> calendar day of delay beyond the date for substantial completion, as determined in the sole discretion of the State: **Five Hundred Dollars (\$500.00)** per day.

BID FORM SIGNATURE(S)

This bid proposal is irrevocable for 60 days from the bid proposal submission deadline.

If the Bidder is determined to be the successful bidder pursuant to this solicitation, the bidder will promptly: (i) comply with each of the requirements of the Tentative Letter of Award; and (ii) commence and diligently pursue the work upon issuance and receipt of the purchase order from the State and authorization from the user agency.

Solicitation #7548848:

Solicitation Title:

RI State Police, Scituate Barracks (Headquarters)

Supply & Intelligence Building Renovations

The person signing below certifies that he or she has been duly authorized to execute and submit this bid proposal on behalf of the Bidder.

Date: July 25, 2014

HSI Construction, Inc.

Name of Bidder

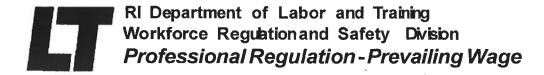
Signature in ink

Maureen A. Mainelli, President

Printed name and title of person signing on behalf of Bidder

8344

Bidder's Contractor Registration Number



General Contractor Apprenticeship Certification Form

This form MUST be completed and submitted at the time of bidding and is available on the Department of Labor and Training's Website at <u>www.dlt.ri.gov</u>, under Workforce Regulation and Safety, Prevailing Wage, Publications and Forms.

Bid/RFP Number: 7548848
Bid/RFP Title: Construction Svcs. for Supply & Intel Buildings at RI State Police Hdqtr
RIVIP Vendor ID#:_35241
Vendor Name: HSI Construction, Inc.
Address: 10 Monticello Place, P.O. Box 2244, Pawtucket, RI 02861
Telephone: (401) 724-2600
Fax: (401) 723-1384
E-Mail: smarsocci@hsiconstruction.com
Contact Person and Title: Steve Marsocci, Estimator

HSI Construction, Inc., 10 Monticello Pl., Pawtucket, RI 02861 (Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. l. Gen. Laws § 37-3.1 because bidder meets one of the following qualifications (check):

- A. _Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract (attach apprenticeship program standards and apprenticeship agreement);
- B. Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);

C,	Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page);
D.	Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page);
E.	Bidder will not perform work on the awarded contract except through subcontractors (non performance);
F.	Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).
1	Maureen A. Mainelli, President Printed Name and Title of Authorized Representative Signature of Authorized Representative

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

H.S.I. Construction, Inc.

10 Monticello Place, Pawtucket, RI 02861-0244 as Principal, hereinaster called the Principal, and 650 Flm Street. Manchester, NH 03101

North American Specialty Insurance Company

650 Elm Street, Manchester, NH 03101 a corporation duly organized under the laws of State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Rhode Island and Providence Plantations

One Capitol Hill, Providence, RI 02908

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RI State Police, Scituate Barracks-Supply & Intelligence Buildings Renovation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution hereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th of July

H.S.I. Construction, Inc

2014

(Witness)

(Principal)

(Title)

North American Specialty Insurance Company

(Surety)

h had

(Title) Attorney in-Fact

(Seal)

(Witness)

Shelly L. Arldrade

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois each does hereby make, constitute and appoint: Shelly L. Andrade

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, the following surety bond:

Principal: H.S.I. Construction, Inc

Bond Number: Bid Bond

Obligee: State of Rhode Island and Providence Plantations

Bond Amount: See Bond Form

Bond Description: RI State Police, Scituate Barracks-Supply & Intelligence Buildings Renovation

Provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By ________
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

By David M. Layman, Vice President of Vashington International Insurance Company & Vice President of North American Specialty Insurance Company



IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this _25th_ day of _May _ 20 12 .

North American Specialty Insurance Company Washington International Insurance Company

State of Illinois County of Cook

55.

On this <u>25th</u> day of <u>May</u> 20 <u>12</u>, before me, a Notary Public personally appeared <u>Steven P. Anderson</u>, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and <u>David M. Layman</u> Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

"OFFICIAL SEAL"
DONNA D. SKLENS
Notary Public, State of Illinois
My Commission Expires 10/06/2015

Donna D. Sklens, Notary Public

I, <u>Jeffrey Goldberg</u>, the duly elected <u>Assistant Secretary</u> of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 25th day of

July 2014

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

Form (Rev. January 2005)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

	tment of the Treasury	
2.	Name (as shown on your income tax return)	
on page	H S I CONSTRUCTION INC Business name, if different from above	
type	Check appropriate box: ☐ Individual/ Sole proprietor XXX Sorporation ☐ Partnership ☐ Other ▶	Exempt from backup withholding
Print or type Specific Instructions	10 MONTICELLO PLACE	name and address (optional)
Specifi	City, state, and ZIP code PAWTUCKET RT 02861 List account number(s) here (optional)	
Par		
backu alien, your e	your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid up withholding. For individuals, this is your social security number (SSN). However, for a resident sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. If the account is in more than one name, see the chart on page 4 for guidelines on whose number	or imployer identification number
Part	Certification	
1. Th 2. Ia Re no	r penalties of perjury, I certify that: ne number shown on this form is my correct taxpayer identification number (or I am waiting for a number am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have r evenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest tified me that I am no longer subject to backup withholding, and	not been notified by the Internal
3. la	im a U.S. person (including a U.S. resident alien).	the aubiant to bookup
حرما ساخان	cation instructions. You must cross out item 2 above if you have been notified by the IRS that you are	currently subject to backup
For mo arrange	callon instructions. You must cross out them 2 above it you have been makined by an extension of place that the place of the property of the p	ns to an individual retirement
For mo arrange	olding because you have failed to report all interest and dividends on your tax return. For real estate trading or appropriate interest paid, acquisition or abandonment of secured property, cancellation of debt, contribution ement (IRA), and generally, payments other than interest and dividends, you are not required to sign the eyour correct TIN. (See the instructions on page 4.) Signature of	ns to an individual retirement

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding,
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.